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WICHITA PIPE LINE COMPANY

TO

THE EQUITABLE TRUST COMPANY OF NEW YORK,
Trustee.

Indenture

SECURING

General Lien Sinking Fund Gold Bonds.

$2,000,000.

Dated December 10th, 1913.

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This Indenture, made this tenth day of December, 1913, by and between the WICHITA PIPE LINE COMPANY, a corporation duly created, organized and now existing under and by virtue of the laws of the State of Delaware, hereinafter called the "Company," party of the first part, and THE EQUITABLE TRUST COMPANY OF NEW YORK, a corporation duly organized and now existing under the laws of the State of New York, hereinafter called the "Trustee," party of the second part:

WHEREAS, the Company owns a right of way and has constructed and is constructing a pipe line system for the conveyance of natural gas, running from a point in Creek County, Oklahoma, at or near Section 33, Township 18, Range 7, in Creek County, Oklahoma, in and through the State of Oklahoma, to the Town of Iola, in the County of Allen and State of Kansas, with all the necessary branch and gathering lines, appliances, equipment and machinery appurtenant thereto, and has also acquired and is the owner of a certain contract for the sale and delivery of natural gas, and intends to acquire other rights of way for construction of pipe lines and to procure other contracts for natural gas; and

WHEREAS, the Company is authorized by law to borrow money and secure the same by a mortgage on its rights, privileges and franchises and property; and

WHEREAS, this Company has heretofore executed a mortgage or deed of trust (hereinunder designated as the first mortgage), bearing date October 1st, 1913, to Colonial Trust Company of Pittsburgh, as Trustee, to secure the payment of a series of bonds hereinafter designated as "First Mortgage Bonds" amounting in the aggregate to two million ($2,000,000) dollars, consisting of

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two thousand bonds each of the par value of one thousand and ($1,000) dollars, bearing even date with said mortgage or deed of trust, and numbered consecutively from 1 to 2,000, both inclusive, payable on the first day of October, 1923, with interest at the rate of six per centum (6%) per annum, payable semi-annually on the first days of October and of April, in each year, the total amount of which is now outstanding; and

WHEREAS, it is necessary in order to enable the Company to provide funds with which to acquire property and make payment for the construction of its pipe line, as well as acquiring additional contracts for oil and gas lines, and for the transaction of its general corporate business; and the exercise of its general corporate rights, privileges and franchises, to issue mortgage bonds to the amount of two million dollars, and

WHEREAS, the Company, its stockholders and Directors, for the purpose aforesaid, and particularly for the purpose of partly meeting the expense and cost of acquiring the property hereinafter described, and for the purpose of paying off obligations, and for the purpose of partly meeting the expense of improving, extending and adding to its property, structures, plants, distributing systems, contracts, pipe lines, and other plants, property and appliances, and for the purpose of finishing, repairing, equipping, maintaining and operating the same, which are now built, owned or acquired, or which may hereafter be built, owned or acquired by it, and for the purpose of furnishing materials therefor, and particularly in order to enable it to fulfill the objects of its incorporation at meetings of its stockholders and Directors, duly called and held, have duly resolved and determined to exercise the borrowing power conferred upon it by law, and to issue the bonds of said Company to be known as its General Lien Sinking Fund Gold Bonds, in denomina-

tions of one thousand ($1,000) dollars each, numbered consecutively from M-1 up, of five hundred ($500) dollars each, numbered consecutively from D-1 up, and of one hundred ($100) dollars each, numbered consecutively from C-1 up, issued and to be issued for an aggregate principal sum of two million ($2,000,000) dollars face value at any time outstanding, payable to bearer or to the registered holder thereof, in gold coin of the United States of America, of the present standard of weight and fineness on the first day of December, one thousand nine hundred and fifty-three, at its office or agency in the City of New York, with interest thereon from the first day of December, 1913, at the rate of five per centum (5%) per annum, payable at such office or agency in like gold coin, semi-annually on the first days of June and December in each year, but only upon presentation and surrender of the coupons for such interest attached thereto as they severally mature; that all payments upon said bonds, both of principal and interest, shall be made without deduction for any United States, State, County, or municipal tax or taxes, except income taxes, which the Company, its successors or assigns, may be required to pay, deduct or retain therefrom, under any present or future law; that there shall be contained in such bonds a provision for the registration of the principal thereof, and that the same shall pass by delivery unless the same have been registered in accordance with the said provision; that the Company expressly reserves to itself and to the Trustee hereinafter mentioned, the right, at its option, to purchase all or any of the bonds outstanding of said issue, on any first day of June and December after the date thereof, by payment of the principal and unpaid accrued interest thereon, together with a premium of five per centum (5%) of said principal; that each of said bonds shall be duly executed under the seal of the Company, signed by its President or a Vice-President,

and attested by its Secretary or an Assistant Secretary, and that the interest coupons thereto attached or belonging, shall be authenticated by or with the facsimile signature of the Treasurer of the Company engraved thereon; and that in case the officers who shall sign and seal any of said bonds or coupons shall cease to be such officers before the bonds so signed and sealed are actually issued and delivered, such bonds and coupons may, nevertheless, be adopted and used by the Company and be issued and delivered as though the persons who signed such bonds and coupons and sealed such bonds had not ceased to be such officers of the Company, and such bonds to be entitled to the benefit of a sinking fund of two per centum (2%) per annum payable semi-annually; and

WHEREAS, in order to secure the payment of the principal and interest of all of the said bonds so to be issued by the Company, equally and ratably, without priority or distinction, irrespective of the date of issue of the same, the Company, its stockholders and Directors, have duly resolved and determined to execute a mortgage or deed of trust to the party of the second part, as Trustee, in the terms hereof, upon and of all the property, rights, franchises, powers, privileges, immunities, leases and contracts, acquired and to be acquired, and all the earnings, tolls, income, rents, issues and profits therefrom, and to that end have duly authorized its President or a Vice-President, and Secretary or an Assistant Secretary to make, execute, acknowledge and deliver under the corporate seal of the Company, to the party of the second part, as Trustee, this Indenture, and to, from time to time, cause each of said bonds to be certified by the Trustee; each of said bonds, the coupons thereto attached or belonging, the certificate of the Trustee, and the provision for registration to be contained therein, to be substantially in the form of the one thousand dollar bond following, with suitable changes as to principal amount:

UNITED STATES OF AMERICA,

STATE OF DELAWARE.

WICHITA PIPE LINE COMPANY.

General Lien Sinking Fund Gold Bond.

$1,000. No.....

The Wichita Pipe Line Company, a corporation created, organized and existing under the laws of the State of Delaware, for value received, promises to pay to the bearer or if registered, to the registered holder thereof, at its office or agency in the City of New York, N. Y., the sum of one thousand dollars in gold coin of the United States of America, of or equal to the present standard of weight and fineness, on the 1st day of December, 1953 and to pay interest thereon from December 1st, 1913, at the rate of five per cent. per annum, payable at such office or agency, in like gold coin, semi-annually, on the 1st day of December and the 1st day of June in each year, until the principal shall be fully paid, but only upon presentation and surrender of the coupons thereto attached as they severally become due. All payments upon this bond, both of principal and interest, shall be made without any deduction for any United States, state, county or municipal tax or taxes, except income taxes, which the company, its successors or assigns may be required to pay thereon or deduct or retain therefrom under or by reason of any present or future law, the company hereby assuming and agreeing to pay such taxes.

This bond is one of a series of bonds known as General Lien Sinking Fund Gold Bonds in denominations of one thousand dollars each, numbered consecutively from M-1 up; of five hundred dollars each, numbered from D-1 up; and of one hundred dollars each, numbered from

C-1 up, issued and to be issued for an aggregate principal sum of two million ($2,000,000) dollars. All of said bonds are issued under and pursuant to and secured equally and ratably by and are subject to all the terms and conditions of the mortgage or deed of trust executed by the said Wichita Pipe Line Company to The Equitable Trust Company of New York, as Trustee, bearing even date herewith, to which mortgage or deed of trust, reference is made with the same force and effect as if herein fully set forth for a full description of the property and franchises thereby mortgaged or conveyed to secure the payment of the bonds, principal and interest, the nature and extent of the security, the rights of the holders of said bonds thereunder, including the remedies to enforce the same, and the terms and conditions upon which said bonds are issued and secured.

In case of default in the payment of any installment of interest on this bond, and said default continuing for six months after demand therefor, the principal of the bonds may immediately become due and payable as provided in said mortgage or deed of trust, and may otherwise become due and payable before maturity in the manner recited in said mortgage or deed of trust.

The holder hereof expressly agrees that all liability for the principal debt hereof and interest thereon, is that of said Wichita Pipe Line Company and that no stockholder, director or officer, agent or employee of the Company shall be personally or individually liable therefor in any way whatever, either directly or indirectly.

This bond shall pass by delivery unless registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of Wichita Pipe Line Company, such registry being noted on the bond by the Company's Registrar, after which no transfer shall be valid unless made on the Company's books by the registered owner or

his legal representatives and similarly noted on the bond, but the same may be discharged from registry by being in like manner transferred to bearer, after which it shall be transferable by delivery and it shall be subject to successive registrations and transfers to bearer as before. The registry of this bond shall not restrain or affect the negotiability of the coupons hereto attached by delivery merely.

Wichita Pipe Line Company expressly reserves to itself and to the Trustee the right, at its option, to pay off or to purchase any or all of the bonds of this issue, upon any first day of June or December after the date hereof, by payment of the principal and unpaid accrued interest thereon, together with a premium of five per centum (5%) of said principal. Notice of the intention thereof, together with the distinctive numbers of the bonds, and the date for such payment or purchase, shall be published in a newspaper in each of the cities of Dover, Delaware and New York, New York, once in each week for four (4) successive weeks, commencing not more than forty (40) days prior to the date for such payment or purchase. This bond is entitled to the benefit of the sinking fund provided for in said mortgage or deed of trust. Neither this bond nor any coupons for interest hereto attached, shall be obligatory for any purpose until the bond shall have been authenticated by the certificate endorsed thereon duly signed by The Equitable Trust Company of New York, or its successor or successors in the trust.

In WITNESS WHEREOF, Wichita Pipe Line Company has caused this bond to be signed by its President or a Vice-President, its corporate seal to be hereunto affixed, attested by its Secretary or an Assistant Secretary, and coupons for such interest bearing the facsimile signature

of its Treasurer to be hereunto attached, as of the 10th day of December, A. D. 1913.

WICHITA PIPE LINE COMPANY,
By

President.

Attest:

Secretary.

FORM OF COUPON

(of which first is payable June 1st, 1914).

No..... $25.00.

The Wichita Pipe Line Company will pay to the bearer at its office or agency in the City of New York, N. Y., on the day of 19 , twenty-five ($25.00) dollars in United States gold coin, without deduction for taxes (except income taxes), being six months' interest then due on its General Lien Sinking Fund Gold Bond No. ....., subject to all the terms of said bonds and of the mortgage or deed of trust therein mentioned.

Treasurer.

TRUSTEE'S CERTIFICATE.

(To be endorsed.)

It is hereby certified that this bond is one of the series of bonds described in the mortgage or deed of trust within referred to.

THE EQUITABLE TRUST COMPANY OF NEW YORK,
Trustee.
By

Notice: No writing on this bond except by an officer of the company.

DATE OF REGISTER.	IN WHOSE NAME REGISTERED.	REGISTRAR.

Now, therefore, this indenture

WITNESSETH, That in order to secure the payment of the principal and interest of the above recited bonds of the Company at any time issued and outstanding under this indenture, and in consideration of the premises and of the purchase and acceptance of said bonds by the holders thereof and the sum of ten dollars, lawful money of the United States to it well and truly paid by the Trustee, the receipt whereof is hereby acknowledged, the Wichita Pipe Line Company, party of the first part, has granted, bargained, sold, aliened, enfeoffed, remised, released, transferred, set over and mortgaged, and by these presents does grant, bargain, sell, alien, enfeoff, remise, release, transfer, set over and mortgage unto the said Trustee, its successors and assigns, in the trust hereby created, all of the following described lands, mining rights, grants, contracts, leaseholds, gas wells, oil wells, machinery, pipe lines, fittings, appliances and appurtenances now or hereafter to be placed upon the same or owned by this Company, situated in the State of Oklahoma and in the State of Kansas or other places, whether held as original lessee, grantee or assignee, to wit: That certain trunk gas pipe line beginning at a point in Creek County, Oklahoma at or near Section 33, Township 18,

Range 7, thence running due north to a point in the center of Township 18, Range 7, thence northeast about seven miles to the Commaron River; across the same near Section 17, Township 19, Range 8; thence twelve miles to the Arkansas River and crossing the same at or near a point near Osage Junction; thence about eleven miles to a point near the northeast corner of Section 2, Township 22, Range 9; thence about fourteen miles to a point in Section 35, Township 25, Range 10 in Osage County, Oklahoma, thence in a due easterly direction about eight miles; thence due north to a point in the State of Kansas, at or near the town of Iola, extending in a course through the Counties of Creek, Pawnee, Osage and Washington in the State of Oklahoma, and Woodson, Neosho, Wilson, Montgomery and Allen in the State of Kansas, when and as constructed, and being approximately one hundred and seventy miles long, and composed of twelve, sixteen and eighteen inch steel pipe with rubber packer couplers, together with pumping stations, pumps and all machinery therein located at Big Heart, Oklahoma, and all the pump stations, pumps, reducers, regulators, drips, valves, machinery, appliances and appurtenances of all kinds connected with said trunk line, as well as all branch, field and gathering lines and all the appurtenances thereof, now or hereafter belonging to or connected with the same, and all regulators, drips, valves, machinery and appliances, in any way connected therewith.

Also all the rights of way and pieces of land upon which the said trunk, field and gathering lines are laid, built, constructed or maintained.

Also all property whether lands, leaseholds, mining rights, pipe lines, machinery, appliances, fittings, contracts or property of every kind and nature now owned or hereafter acquired by the Company, which upon being acquired shall at once become part of and pass under and

by virtue of this indenture and become vested in the said Trustee.

To have and to hold unto the said Trustee, its successor or successors, its and their assigns, in the trust forever, subject, however, to the priority in lien of the mortgage or deed of trust heretofore recited, as far as the same or the bonds secured thereby shall be and remain unpaid and outstanding, upon the following terms and conditions, to wit:

First. All of the said bonds hereinbefore mentioned and described, together with the interest coupons thereon, are to be issued, certified and delivered and the property which is at any time subject to the lien of this indenture, is to be held by the Trustee subject to the further covenants, conditions, promises, agreements and subject to the trusts hereinafter set forth.

Second. The Company covenants and agrees that from time to time hereafter as soon as acquired by it, it shall and will by proper and sufficient deed of assignment, and subject to the above recited first mortgage, sell, assign, transfer, convey, pledge and mortgage to the Trustee any and all other or additional property of every nature and kind, real, personal or mixed, of whatever nature and wheresoever situate, including all stocks, bonds and securities of any other company or companies which it may purchase or acquire, as further and additional security under this indenture, for the payment of the principal and interest of the bonds hereinbefore recited and from time to time outstanding. The Trustee shall receive and shall hold and apply any such additional property, including stocks, bonds and securities of other companies, or corporations under and in accordance with the terms of this indenture.

Third. The Company covenants and agrees that it shall

and will forthwith make, execute and deliver to the Trustee all the two million dollars face value of bonds in such denominations as may be required, and the Trustee shall forthwith certify all of them and deliver the same to or upon the order of the President or Treasurer or an Assistant Treasurer of the Company.

No bonds shall be issued or held valid or obligatory hereunder or entitled to the benefit hereof unless the same shall be authenticated by the certificate of the Trustee duly endorsed thereon.

This mortgage and all the bonds issued hereunder shall be a lien on the rights, privileges and franchises herein described and referred to, and binding on any property, including stock, bonds or other corporate securities hereafter acquired by the said Company.

All of said bonds shall be equally secured under this mortgage or deed of trust, without preference, priority or distinction of one bond over another, as to the lien or security thereof. The said bonds shall be signed by the President or one of the Vice-Presidents of the Company, and shall be sealed and attested by its Secretary or an Assistant Secretary, and the coupons shall bear the facsimile signature of the Treasurer of the Company, such facsimile signature to have the same force and effect as if in the proper handwriting of such Treasurer. The aggregate of the bonds at any time issued and authenticated by the Trustee for all purposes, under this indenture, shall never exceed the sum of two million dollars.

Fourth. The Company covenants and agrees that it shall and will duly, promptly and punctually pay the principal and interest of every bond issued and secured hereunder at the dates and places and in the manner mentioned in the said bonds or the coupons thereto belonging, and according to the true intent and meaning thereof and hereof, without deduction from either principal or in-

terest on account of any tax or taxes except income taxes, imposed by the United States or by any State, county or municipality which the Company may be required to pay thereon or to deduct or retain therefrom under or by reason of any present or future law. The interest of the bonds shall be payable only upon presentation and surrender of the several coupons for such interest thereto attached as they respectively mature, and when paid such coupons shall be forthwith cancelled. The payment of all bonds and interest coupons shall be made when presented at the office or agency of the Company in the City of New York.

Fifth. The Company covenants and agrees that from time to time it shall and will promptly, as and when due, pay and discharge all taxes, assessments, imposts and governmental charges lawfully imposed upon the property, stocks, bonds and other securities which are or may be subject to or bound by this indenture, or upon any part thereof, or upon the income and profits thereof, so that the lien and priority of this indenture shall be fully preserved in respect to such property, stocks, bonds and other securities; provided, however, that the Company shall have the right to contest by legal proceedings the imposition of any such tax, assessment, impost or governmental charge, and pending such contest may delay or defer the payment thereof; but it shall not by reason of any such contest, delay the payment of the principal or any interest on said bonds.

Sixth. The Company covenants and agrees that from time to time, on written demand of the Trustee, or its successors, it shall and will promptly make, do, execute, acknowledge and deliver all such other and further assignments, deeds, acts, conveyances and assurances in law, as may be reasonably advised by the counsel of the said Trustee, to be required for effecting the intention of

these presents, or for the better securing or confirming unto the said Trustee, or its successors in the trust hereby created, upon the trusts and for the purposes herein expressed, all and singular the property hereby assigned and transferred to the Trustee or intended so to be.

Seventh. Except as herein otherwise provided, the Company shall have the right to exercise all lawful powers which as stockholder or otherwise it may possess, to the end that any corporations whose shares of stock are or shall be subject to this indenture shall (a) preserve their corporate organizations during the time fixed by their several charters and shall perform such acts as shall be necessary to preserve such corporations under the laws now in force or hereafter enacted by the several states under which said corporations are organized, and (b) shall not act or suffer any act to be undone by which any of such corporations may incur forfeiture of their corporate charters or existence; and shall not (c) dispose of property essential to their corporate purposes.

Eighth. Subject to the rights of the Trustee under the aforementioned first mortgage dated October 1st, 1913, and upon payment or satisfaction thereof absolutely, from time to time the Trustee shall cause to be transferred into its name as Trustee under this indenture all shares of stock which have been delivered to it and which have been pledged with it hereunder; but in such case the corporation, company or association which issued such shares shall be notified that they are held by the Trustee under this indenture, and the Trustee shall cause such corporation, company or association to indicate upon the face of the certificate issued for such shares the fact that they are held by it as Trustee hereunder; but the Trustee at its option and without any responsibility for so doing may permit any of the said shares of stock to stand in the name or names of its nominee or nomi-

nees, making such arrangements with such nominee or nominees as it shall deem suitable for the protection of the trust. Upon the written request of the Company the Trustee shall transfer or cause to be transferred into the names of persons selected by the Company such a number of shares of stock of any corporation held by it hereunder as shall be necessary to qualify such persons to act as Directors of, or in any other official capacity to, such company. In every case the Trustee may make such arrangements for the protection of the trusts as it shall deem necessary or advisable.

Ninth. That unless and until there shall be some continuing default declared against it as hereinafter provided, the Company shall from time to time be entitled to collect and receive any and all income, receipts and profits accruing or acquired from, or arising out of, any property of the Company hereby mortgaged, and also any and all dividends declared upon any of the shares of stock of other companies, associations or corporations which shall become subject to or bound by this indenture, and also any and all moneys which shall become due and payable for principal, interest, or otherwise upon any bonds, securities or property owned by the Company and hereby mortgaged. The Trustee, on demand of the Company, shall from time to time deliver suitable assignments and standing orders for the payment to the Company of all income, receipts, profits, and dividends from any of the said shares of stock or other property mortgaged or to be mortgaged hereby, and for the payment of principal and interest upon any bonds or securities pledged hereunder, as and when the same falls or becomes due and payable. In case default shall have been declared against the Company as hereinafter provided and the same shall have existed for the period of time, if any, permitted before action by the Trustee, the Trustee may

revoke any such assignments or standing orders, and may collect and receive all such incomes, profits, receipts and dividends from such stock and property, and such moneys payable upon principal or interest on account of any bonds or other securities, subject to this indenture; but if any such default shall have been made good or shall have been waived, the right of the Company to receive and collect such income, receipts, profits and dividends from such stock and property, and the principal, interest and other moneys due on such bonds or other obligations shall immediately revive, and it shall at once become the duty of the Trustee, as fully as though default had never arisen or occurred, to execute such assignments, writings or standing orders as shall again enable the Company to receive and collect such income, receipts, profits, dividends, principal, interest and moneys. But no waiver of any default under any provision of this mortgage shall estop or prevent the Trustee from exacting and declaring a default for any subsequent breach of that or any other provision hereof, and the Trustee may from time to time successively undertake the receipt of such income or reinstate the Company in its right to receive same.

Tenth. That unless there shall be some default declared against it and continued for the period of time as hereinafter provided, the Company shall have the right, except as hereinafter limited, to have and enjoy the possession, handling and control of all pipe lines and all pumping or compressor stations, pumps, boilers, engines, reducers, meters, appliances, fittings, equipment, fixtures, structures, machinery and property of all and every nature and kind connected with or belonging thereto, and all oil and gas leases and leaseholds and the wells, machinery and property thereon mortgaged by this indenture, and also to vote upon all shares of stock which shall become subject to this indenture, with the same

force and effect as though this indenture had never been made, and the Trustee upon demand of the Company shall, from time to time, execute and deliver, or cause to be executed and delivered to the Company, or to such person or persons as shall be designated by resolution of its Board of Directors, such proxies or powers of attorney, as may be necessary to enable the Company, or such person or persons so designated, to vote upon all shares of stock of companies, associations or corporations transferred to the Trustee hereunder at all meetings of the stockholders of such companies, associations and corporations, whether annual, general or special, with the same effect and to the same extent as though such shares were absolutely owned by the Company and were not subject to this indenture.

Eleventh. That in case default shall have been declared against the Company and continued for the period of time as hereinafter provided, in addition to the other remedies in this indenture provided, the Trustee may revoke such proxies or powers of attorney, or any of them, and in its discretion itself vote upon such shares of capital stock; but after any such default shall have been made good or shall have been waived, the right of the Company to vote upon such shares and the obligation of the Trustee to execute such proxies and powers of attorney shall immediately revive and shall continue as though no such default had ever taken place. But no waiver of any default under any provision of this indenture shall estop or prevent the Trustee from exacting and declaring a default for any subsequent breach of that or any other provision hereof. In exercising its right to vote any of the stock, the Trustee shall vote as in its judgment will best serve the interests of the holders of the bonds issued and outstanding hereunder; but the holders of a majority in amount of the bonds issued and out-

standing hereunder shall have the right, subject to the limitations hereinafter contained, to direct in writing the manner in which the Trustee shall vote such stock and the Trustee shall vote in accordance with such written directions. But in no case nor at any time shall such voting power by either the Company itself, or, in case of default, by the Trustee, be used or exercised for the purpose of creating or authorizing the creation of any secured indebtedness of such corporation, company or association or of any lien or charge upon any of the properties or franchises thereof, except (a) in substitution and exchange for and in discharge of a like amount of a prior indebtedness then secured by lien upon such properties and franchises and drawing the same or a higher rate of interest; or (b) to secure advances or loans hereafter made by the Company to such corporation, the obligations for which shall be made and delivered to the Company; or (c) any purchase money mortgage or lien upon any property which may hereafter be acquired by any such corporation, company or association, but such mortgage or lien shall, however, be confined in its lien to the property purchased and no other. Any and all charges, liens or mortgages, with the evidence thereof, as security for advances or loans made by the Company under provision (b) of this paragraph, shall be immediately transferred, assigned and delivered by the Company to the Trustee hereunder to be held by it as security for the payment of the bonded indebtedness hereof according to the terms hereof, in all respects as though the same had been transferred, assigned and delivered to the Trustee at the time of the execution of this indenture; but all sums which shall be paid in satisfaction and discharge of the same shall, so long as no default is made by the Company, belong to, be paid to, and be received by it, and shall not be held by the Trustee, which upon the payment of any such advances or loans

shall deliver the evidence thereof to the Company for cancellation.

Twelfth. Whenever required by a resolution adopted by the affirmative vote of a majority of all of the Directors of the Company, the Trustee shall itself vote, or shall execute or cause to be executed a proxy or power of attorney to such person or persons as the said Directors may by resolution appoint, to vote the shares of stock of any corporation held by it under this indenture, in favor of the consolidation or merger of such corporation with, or the sale of all or any of its property to, the Company or to any other corporation a majority of whose shares of stock shall then be subject to this indenture. Upon any such sale to, or consolidation or merger with the Company the property acquired by it by virtue thereof shall forthwith become subject to and bound by the lien of this indenture, and the Company shall immediately transfer, assign, and deliver the same to the Trustee to be held by it as security for the bonded indebtedness hereunder, subject to all the terms and provisions hereof; but no consolidation or merger shall be made with any other company unless there is issued and delivered out of any increased stock therefor the same proportion or part thereof as the Company held in the original stock, and the Company shall forthwith transfer, assign and deliver such proportion of increased stock to the Trustee, to be held by it as security for the bonded indebtedness hereof, subject to all the terms and conditions hereof. For the purpose of enabling any such sale, consolidation or merger to be carried into effect, the Trustee may release from the lien of this indenture any shares of stock held by it hereunder.

Thirteenth. Whenever requested by resolution adopted by a majority vote of all the Directors of the Company,

the Trustee shall itself vote, or shall execute or cause to be executed its proxy or power of attorney to vote, any shares of stock held by it hereunder in favor of the increase or reduction from time to time of the capital stock of any such corporation, or the dissolution or liquidation thereof. In case of the increase of the capital stock of such corporation, the Company shall forthwith transfer, assign and deliver to the Trustee, to be held by it as security for the bonded indebtedness hereof, subject to all the terms and conditions hereof, all the additional capital stock of such corporation, or such proportionate part thereof as the Company held in the entire capital stock of such corporation before such increase. In case of the decrease of the capital stock of such corporation the Trustee shall, if it be necessary to effect such decrease, release from the operation of this indenture for cancellation a part of the capital stock proportionate to such decrease. If anything shall be paid to the stockholders of such corporation upon any such decrease of capital stock, the amount payable upon the shares of stock then held by the Trustee hereunder (unless it be money) shall be forthwith paid over or conveyed to the Trustee, to be held by it subject to the terms of this indenture; but if such consideration be money it shall be paid over to the Company, to be held and disposed of by it in accordance with the thirty-fourth paragraph hereof regulating the proceeds from the sale of property.

Fourteenth. That in case at any time all or any part of the property of any company whose shares of stock are subject to the lien of this indenture shall be sold upon the insolvency or the liquidation or dissolution of such company (whether pursuant to a vote of the Trustee as hereinbefore authorized, or otherwise) or at judicial or other sale, or in case any property covered by a mortgage securing any bond, or subject to any charge, lien or trust for

the payment of any obligation held by the Trustee hereunder, shall be sold upon the foreclosure of such mortgage, or by the enforcement of such charge, lien or trust, then and in such event, if the property of the Company, or the property sold, can be acquired by crediting on the shares of stocks, bonds, or obligations held by the Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying not more than ten per centum of the price of such property in cash (or more than ten per centum if the holders of a majority in amount of the bonds hereby secured shall so request) the Trustee in its discretion may, but if requested in writing by the Company, or by the holders of a majority in the amount of the bonds hereby secured, and provided with the amount of cash necessary therefor (whether such amount be more or less than ten per centum of the price of such property) shall purchase or cause to be purchased, or shall permit the Company to purchase, such property, either in the name of the Trustee, or of the Company or by purchasing Trustees, and shall use, or shall permit the Company to use, such shares of stocks, bonds or obligations so far as may be to make payment for such property. In case of any such purchase the Trustee shall take such steps as it may deem proper to cause such property to be vested either in the Company, subject to the lien of this indenture, or in some other corporation organized or to be organized, with power to acquire and manage such property, provided that all the bonds and other secured indebtedness and capital stock thereof (excepting the number of shares required to qualify Directors) shall be assigned and delivered to, and received by, the Trustee and held by it for the benefit of the Company, or its assigns, but subject first to the lien of this indenture and all the terms and conditions thereof. The amount advanced by the Trustee or by any bondholder or bondholders as a cash

payment on account of any such property so purchased shall be a lien thereon prior to the bonds hereby secured.

Fifteenth. In case default shall be made in the payment of any interest on any bond or bonds hereby secured and outstanding, and any such default shall have continued for the period of six months after demand for payment, the Trustee may, and upon the written request of the holders of fifty-one per cent. in amount of the bonds hereby secured and then outstanding, shall, by notice in writing delivered to the Company declare the principal of all bonds hereby secured and then outstanding to be due and payable immediately, and upon such declaration the same shall become and be due, immediately, anything in this indenture or in the said bonds to the contrary notwithstanding.

Sixteenth. In case (1) default shall be made in the payment of any interest on any bond hereby secured, and such default shall continue for a period of six months, or in case (2) default shall be made in the due and punctual payment of the principal on any bond hereby secured when the same shall become due and payable, or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Company, and such last mentioned default shall continue for a period of six months after written notice thereof to the Company from the Trustee, or from the holders of twenty-five per cent. in the amount of the bonds hereby secured, the Trustee may, by instrument in writing, declare the Company in default hereunder, and personally or by attorney, and in its discretion (a) may sell to the highest bidder all and singular the shares of capital stock, bonds and other property held by the Trustee under this indenture, and all right, title, interest, claim and demand of the Company therein, and the right of redemption thereof, in one lot as an entirety

or in separate lots, such as the Trustee shall deem best, which said sale or sales shall be made at public auction at such place in the City of New York, New York, or at such other place or places and at such time or times, and upon such terms as the Trustee may fix and briefly specify in the notice of sale to be given, as herein provided, or as may be required by law, provided, always, that such sale or sales may be made in such other place or places and in such other manner and upon such other notice as may be authorized or required by law, or (b) may proceed to protect and enforce its rights and the rights of the bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce the rights aforesaid. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of a waiver, or for any other reason, or shall have been determined adversely to the Trustee, then, in every such case, the Company and the Trustee shall be restored to their former position and rights hereunder in respect to the mortgaged premises and the shares of stock, and to the bonds and other property herein pledged or agreed to be pledged, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Seventeenth. Notice of any such sale, pursuant to any provisions of this indenture, shall state the time when and the place where the same is to be made, and shall contain a brief description of the property to be sold, and

shall be sufficiently given if published once in each week for four consecutive weeks prior to such sale in a daily newspaper published in the City of New York, N. Y. and in a newspaper published in one of the counties in which physical property owned by the company is then situate, but provided, that if other or different notices shall be required by the law the notices so required shall also be given by the Trustee, anything in this indenture contained to the contrary notwithstanding. The holders of a majority in amount of the bonds hereby secured and then outstanding shall have the right to direct and control the method and place of conducting any and all proceedings for any sale of the property herein pledged, or for the foreclosure of this indenture, or for the appointment of a Receiver, or for the purpose of taking any other proceedings hereunder. Provided the notices of sale hereinbefore required are given, the Trustee may from time to time adjourn any sale about to be made by it under the provisions of this indenture, by announcement at the time and place appointed for such sale or for any adjourned sale or sales, and it may make such sale at the time and place to which the same shall be so adjourned, without any further notice or publication.

Eighteenth. Upon the completion of any sale or sales under this indenture the Trustee shall transfer to the accepted purchaser or purchasers the certificates for the shares of stock and the bonds and other securities so sold, and shall execute and deliver to such purchaser or purchasers proper and sufficient bills of sale or deeds of conveyance for any other property so sold. The Trustee, and its successors, hereby are appointed the true and lawful attorney or attorneys, irrevocable of the Company, for it and in its name, place and stead, to make all necessary transfers aforesaid, and for that purpose it and they may execute all necessary deeds of assignment and transfer,

the Company hereby ratifying and confirming all that its said attorney or attorneys shall or may lawfully do by virtue hereof.

Nineteenth. Any such sale or sales made under or by virtue of this indenture, whether under the power of sale hereby granted or conferred, or under and by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company, of, in or to the property so sold, and shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against any and all persons claiming or to claim the property so sold or any part thereof from, through or under the Company, its successors or assigns, and the receipt of the Trustee for the consideration money paid at such sale shall be a sufficient discharge to the purchaser without any liability on the part of the purchaser to see to the proper application of the purchase money, or to inquire as to the authorization, necessity, expediency or regularity of any sale or sales.

Twentieth. In case of any such sale, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the principal sum of all of the bonds hereby secured if not then due, shall immediately thereupon become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

Twenty-first. The purchase money, proceeds and avails of any such sale, whether under the power of sale hereby granted or pursuant to judicial proceedings, together with any other moneys which may be held by the Trustee under any of the provisions of this indenture as part of the trust estate, or the proceeds thereof, shall be applied as follows: (a) to the payment of the costs and expenses of any such sale, including a reasonable compensation to the

Trustee, its agents, attorneys or counsel, and all expenses, liabilities and advances by the Trustee. (b) To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, with interest at the rate of six per cent. per annum upon the overdue and unpaid principal; and in case such proceeds shall be insufficient to pay in full the amount of such principal and interest, without preference or priority of principal over interest, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest; and (c) to the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

Twenty-second. In case of any sale hereunder any purchaser for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any bonds and any matured and unpaid coupons hereby secured, by presenting such bonds and coupons in order that there may be credited thereon the sums applicable to the payment thereof out of the net proceeds of such sale and due and belonging to the owner of such bonds and coupons as his ratable share of such net proceeds, after making any deduction from the proceeds of such sale for or on account of costs, expenses, compensation and other charges, and thereupon such purchaser shall be credited on account of such purchase price paid by him with the sums applicable out of such net proceeds to the payment of, and credited on the bonds and coupons so presented, and at any such sale any bondholders may bid for and may purchase, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in their own absolute right and without further accountability.

Twenty-third. The Company covenants that (a) in

case default shall be made in the payment of any interest on any bond or bonds at any time outstanding and secured by this indenture, and such default shall have continued for a period of six months, or (b) in case default shall be made in the payment of the principal of any of said bonds when the same shall have become payable, whether by the maturity of the bonds or by declaration as authorized by this indenture, or by sale, as hereinbefore provided, then, upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the holders of the bonds and coupons hereby secured and outstanding, the whole amount due and payable on all such bonds and coupons then outstanding, or interest or principal or both as the case may be, with interest at the rate of six per cent. per annum upon the overdue principal, and in case the Company shall fail to pay the same forthwith upon such demand the Trustee in its own name and as Trustee of an express trust shall be entitled to recover judgment for the whole amount so due and unpaid.

Twenty-fourth. The Company covenants and agrees that it shall not and will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force, providing for valuation or appraisement of the mortgaged property, or any part thereof, prior to any sale or sales thereof, to be made pursuant to any provisions herein contained, or to the decree, judgment or order of any court of competent jurisdiction, nor after any such sale or sales will it claim or exercise any right under any statute enacted by any State or otherwise to redeem the property so sold, or any part thereof; and it hereby expressly waives all benefit or advantage of any such law or laws, and it covenants that it will not hinder, delay or impede the

execution of any power herein granted or delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had ever been made and enacted.

Twenty-fifth. No holder of any bond or coupon hereby secured shall have the right to institute any suit or proceedings in equity or at law for the foreclosure of this indenture or for the execution of any trust thereof, or for the appointment of a Receiver, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of such default, and of the continuance thereof, as hereinbefore provided, nor unless, also, the holders of twenty-five per cent. in amount of the bonds hereby secured and outstanding shall have made written request upon the Trustee, and shall have offered to it a reasonable opportunity, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor unless, also, they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred thereunder or thereby, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture for the benefit of the bondholders, and to the commencement of any action or cause of action for foreclosure, or for the appointment of a Receiver, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the

manner herein provided, and for the equal benefit of all holders of such outstanding bonds and coupons.

Twenty-sixth. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or equity, or by statute, but no action at law shall be instituted against the Company by any bondholder to enforce the contractual liability against the Company by reason of its covenants and promises contained in any of the said bonds until the property hereby mortgaged shall have been exhausted by pursuit of the remedies herein provided.

Twenty-seventh. No delay or omission of the Trustee, or any holder of bonds hereby secured, to exercise any right or power accruing upon any default continued as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this indenture to the Trustee, or to the bondholders, may be exercised by the bondholders or by the Trustee, from time to time and as often as may be deemed expedient.

Twenty-eighth. The Company and the Trustee may deem and treat the bearer of any unregistered coupon bond hereby secured, and the bearer of any coupon for interest on any bond hereby secured, whether registered or unregistered, and the registered owner of any coupon bond hereby secured as appears by the registry books in the hands and possession of the Trustee, as hereinbefore provided for, as the absolute owner of such bond or cou-

pon as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

Twenty-ninth. The Company shall at all times keep at its office in the City of New York, N. Y., books in which the owner or owners of the bonds may register the same, such registry being noted on the bond by the authorized attorney, after which no transfer shall be valid unless made in the said books by the registered owner or his legal representatives and similarly noted on the bond, but the same may be discharged from registry by being in like manner transferred to bearer, after which it shall be transferable by delivery to bearer, but it may be again registered as before. Such registration shall not affect the negotiability of the interest coupons belonging to any such bonds.

Thirtieth. If any bond issued hereunder shall be mutilated, lost or destroyed, the Company may, upon compliance by its owner with such terms and conditions as may be prescribed by its Board of Directors, issue in lieu thereof a new bond of like tenor, amount and date, and bearing the same serial number, which new bond, when so issued, shall be certified by the Trustee upon proof satisfactory to the Company being made of such mutilation, loss or destruction and upon the owner giving to the Trustee and to the Company indemnity satisfactory to them respectively.

Thirty-first. For the debt and interest hereby secured, the Company is liable in person and any deficiency after exhausting the security hereby accorded, may be enforced in the manner aforesaid against the Company, but not against its stockholders, Directors or officers individually; and it is expressly agreed between the parties

hereto, and by every other person who shall take or own any bond or bonds issued hereunder, or the interest coupons attached hereto, that all persons who are now or may hereafter become stockholders, Directors or officers of the Company, shall in no wise be held liable for the payment of either the principal or interest of the bonds hereby secured or any part thereof, and that all liability on the part of such stockholders, Directors and officers, however arising, whether directly or through the Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, is by the acceptance of said bonds by the owners thereof hereby expressly waived.

Thirty-second. Provided, always, nevertheless, and these presents are upon the express condition, that, if before or when the bonds hereby secured shall become due and payable, the Company shall well and truly pay the whole amount of the principal sums and interest secured by and payable upon all of the bonds and coupons for interest thereon hereby secured then outstanding, or shall provide for such payment by depositing with the Trustee for the payment of such bonds and coupons the entire amount of principal and interest secured by and payable upon all of the bonds and coupons for interest thereon hereby secured then outstanding, and also shall pay or cause to be paid all other sums payable hereunder by the Company, including all taxes and obligations due any state or municipality, and shall well and truly keep and perform all the things herein required to be kept and performed by it, according to the true intent and meaning of this indenture, then, in that case, all stocks, bonds, corporate securities and any and all property of any kind, nature or description hereby conveyed or pledged shall revert to the Company and the estate, right, title and interest of the Trustee shall thereupon cease,

determine and become void, and the Trustee shall in such case, on demand of the Company, and at its cost and expense, execute proper instruments, acknowledging satisfaction of this indenture, and shall also assign, transfer and convey to the Company all stocks, bonds and other securities held by it as Trustee under and in pursuance of the terms of this indenture.

Thirty-third. It is further understood and agreed that nothing herein contained shall be so construed as to oblige or require the Company to continue to pay rentals or dues or charges upon or for any oil and gas mining lease or rights or other property of the Company which it may hereafter acquire and own, and which by reason of the failure or diminution in production or supply, abandonment of territory, lack or failure of transportation facilities or for any other reason are no longer advantageous or necessary for the business of the Company; but in any and all such cases the Company may permit its estate or interest in any such property to lapse and in case it is necessary or desirable that the Company should execute and deliver evidence of its surrender or abandonment of any previously existing estate or right in or to any such property, the said Trustee upon receiving a certified copy signed by the President and Secretary of the Company of a resolution adopted by the affirmative vote of a majority of all of its Board of Directors, declaring that the Company has determined to surrender and abandon such rights, shall unite with the Company in the execution and delivery of any release or other writings requisite and necessary for such surrender and abandonment.

Thirty-fourth. It is understood and agreed that nothing herein contained shall be construed so as to oblige or require the Company to keep and maintain in their present or original location the pipe lines hereby mort-

gaged or the oil wells, gas wells, tanks, derricks, machinery, fixtures, equipment and appliances on any of the oil and gas mining leases, leaseholds or rights which it may now own or hereafter acquire, or appurtenant or to become appurtenant thereto or placed or to be placed thereon, or connected or to be connected therewith, for the production, transportation and sale of natural gas or petroleum; but if in order to maintain or increase the transportation, production and sale of gas or petroleum, or because they shall become worn out or unfit for use, or otherwise unnecessary, obsolete or useless, or for any other reason whatsoever it shall seem to the said Company necessary or advantageous to take up or remove any of its pipe lines or the pumping or compressor stations, machinery, equipment, appliances or fittings connected therewith, or any casing or tubing in its oil or gas wells, or any of the tanks, derricks, machinery, equipment, fixtures, pipe lines, appliances or apparatus appurtenant or belonging to such wells, in order to replace or to use the same elsewhere, or to sell the same, the said Company shall have full power and authority so to do; but, except in the case of the sale of junk caused by the replacing or repairing of old or worn out material, appliance or equipment with new, no sale shall be made until authorized by a vote of a majority of the Board of Directors. All proceeds from any sale of junk shall be placed and kept by the Company separate from its other funds, and in a separate account, and shall not be expended by said Company otherwise than in the extension, enlargement or improvement of the plant, equipment or facilities of said Company for the conduct of its business; and the said Company shall, at the expiration of each period of six months next ensuing after the day of the date hereof, give to said Trustee full and accurate information, in writing, as to what if any changes have been made under the provisions hereof with respect to the property and

estate hereby granted and conveyed, or intended so to be, by lease, release, surrender, removal and re-location, sale or otherwise. In case any sale shall be made which has been authorized, in the manner hereinbefore and in the thirty-seventh paragraph hereof provided for, the proceeds thereof shall be applied to the retiring of bonds in the manner recited in the said thirty-seventh paragraph.

Thirty-fifth. All or any of the bonds issued hereunder and secured hereby may be redeemed by the Company on any interest date at one hundred and five per centum of face value, plus accrued interest. The Company may acquire bonds for redemption in any of the following ways: (a) by purchase in the open market at par or under, out of the funds in their treasury at any time; (b) by receiving offers from the holders thereof for redemption subject to notice thereof as hereinafter provided; (c) by drawing for the same by lot, in the event of failure to procure the same by one of the above methods.

The Company covenants and agrees that it will on the first days of June and December in each year, beginning with the first day of June, 1915, pay to the Trustee, to be used as a sinking fund, a sum equal to one per centum (1%) of the total principal amount of bonds from time to time then issued and outstanding under this indenture. The amount of bonds from time to time outstanding shall be certified to the Trustee by the Treasurer, Assistant Treasurer or other fiscal officer of the Company, and the Trustee shall be entitled to rely upon any such certificate. All sums of money so paid to the Trustee by the Company, as hereinbefore in this covenant provided, shall be applied by the Trustee from time to time, upon the written request of the Company, to the purchase of the outstanding bonds secured hereby. The Trustee may advertise publicly for proposals to sell such bonds, or purchase the same at public sale, at stock exchanges or

otherwise, as may seem most advisable and practicable, at such price and in such manner as may be agreed upon by the Trustee and the Company, not exceeding, however, a premium of five per centum (5%), and whenever bonds are not presented for purchase at a price not exceeding a premium of five per cent. (5%), and there are funds available under this provision, the Company shall have the right to require the Trustee to call, and upon such request the Trustee shall call, for purchase in the same manner and after the same advertisement as is hereafter provided, such number of bonds then outstanding, secured hereby, as such available funds will redeem. The distinctive numbers of the bonds to be called under the provisions hereof, shall be drawn by lot by the Trustee, and the Trustee shall use such funds, or so much thereof as may be necessary for the purchase of the bonds so-called, and the expenses of such call.

The delivery by the Company to the Trustee of bonds secured hereby, previously authenticated, with all unmatured coupons attached, shall be deemed equivalent to payment of cash into said sinking fund to the amount of the accrued interest on such bonds and one hundred and five per centum (105%) of the face value of such bonds. Such bonds and the coupons thereto belonging, acquired by the Trustee by purchase or otherwise, under the provisions of this Article, shall not be destroyed or cancelled, but the same shall be kept alive, and the Trustee shall continue to receive interest on said bonds so acquired, which said interest shall be held by the Trustee, and from time to time invested as a part of the said sinking fund. Any notice for the purchase of bonds, whether for the purpose of retirement or redemption, by the Company, or for the purpose of the sinking fund, shall be sufficiently given if the company shall publish a notice of its intention to pay off or to purchase said bonds (if less than all, then the distinctive numbers of the bonds) and the date of such

payment or purchase, subject, however, to the limitations herein fixed, in a newspaper in each of the cities of Dover, Delaware and New York, New York, once in each week for four (4) successive weeks, commencing not more than forty (40) days prior to the date fixed by it for such payment or purchase. Upon the publication by the Company of such notice of payment or purchase, there shall become due and payable at the financial agency of the Company in the City of New York, for the time being, upon the bonds to be paid off or purchased pursuant to such notice, the principal thereof, together with the interest accrued and unpaid to the date so fixed for the payment or purchase thereof, together with a premium of five per cent. (5%) of the principal of each of the bonds so to be purchased, and upon the payment of the amount so due upon said bonds to be paid off or purchased, or in case such bonds shall not be presented for payment on such date, then upon the deposit with the Trustee of the sum required to pay such amount as aforesaid, in special trust therefor, on the next succeeding business day after the date fixed for the payment or purchase of said bonds, as aforesaid, no further interest shall accrue or be payable on the bonds so called for payment or purchase; and in lieu and in full substitution therefor, such holder shall receive the principal thereof, together with the premiums as hereinbefore mentioned, and the interest to the date fixed for such payment or purchase.

Thirty-sixth. Any request, direction or other instrument required by this indenture, to be signed and executed by the bondholders, may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by agent, appointed in writing. Proof of the execution of any such request, direction or other instrument, or of the writing appointing any such agent, and of the ownership of bonds, if made in the

following manner, shall be sufficient for any purpose of this indenture and shall be conclusive in favor of the Trustee with regard to due action taken by it under such request. The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within said jurisdiction, to the effect that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution. The fact of the holding of bonds hereunder by any bondholder, and the amount, issue, number and series of any such bonds, and the date of his holding the same (unless such bonds be registered), may be proved by a certificate executed by any Trust Company, bank, banker or any other depository (wherever situated) if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned, such person had on deposit with such trust company, bank, banker or other depository, the bonds described in such certificate. The holding of registered bonds shall be proved by the bond register. But nothing in this article contained shall be construed as limiting the Trustee to the proof hereinbefore specified, it being intended that the Trustee may accept any other evidence of the facts herein stated, which to it may seem sufficient.

Thirty-seventh. In addition to, but not in limitation of, any of the rights, duties, and powers hereinbefore recited, conferred and given, it is now further provided that whenever the Board of Directors of the Company shall, at a meeting duly and regularly called for that purpose, adopt a resolution authorizing the sale of any or all of the property of the Company at and for a price and upon terms in the resolution named, when it is desired to sell any portion of the Company's property, it shall thereupon become

the duty of the Trustee, upon receipt of a certified copy of a resolution of the Board of Directors of the Company, certifying that such property is no longer necessary for the company's business and stating the consideration to be received by the Company therefor, to release and discharge this mortgage and the lien thereof upon and from the property of the Company so sold, upon the purchase price therefor being paid to it, and the Trustee shall immediately apply such purchase price to the retirement of bonds in the manner in the thirty-fifth paragraph hereof provided for, the Trustee selecting by lot or otherwise as therein set out, the numbers of enough bonds equal to the said purchase price applicable thereto, and giving the notice required in the said paragraph. And for acting upon such resolution as passed, the Trustee shall incur no liability or responsibility whatsoever, save only for the application of the money in the manner above provided.

Thirty-eighth. All the covenants, conditions and undertakings of the Company are made subject to the prior covenants, conditions and undertakings of the indenture dated October 1st, 1913, and in all respects subject to the rights of the Trustee thereunder, and upon the understanding that immediately upon the payment or satisfaction thereof, each and every of them shall be fully binding and effective and that the Company shall do all things necessary to make them so.

Thirty-ninth. The Trustee for itself and its successors, hereby accepts the trust and assumes the duties herein created and imposed upon it, but only upon the following terms and conditions, to wit:

(a) The Trustee shall be protected and relieved of all responsibility in acting upon any notice, request, consent, certificate, bond or other paper or document believed by it to be genuine, and to have been signed by the proper party.

(b) The Trustee may select and employ in and about the execution of this trust suitable agents and attorneys whose reasonable compensation shall be paid to the Trustee by the Company, or in default of such payment, shall be a charge upon the hereby pledged premises and property, and the proceeds thereof, paramount to said bonds. It shall be no part of the duty of the Trustee to file of record this indenture as a mortgage or conveyance of real estate or as a chattle mortgage or conveyance of personal property, or to renew such mortgage, real or chattel, or to procure any further, other, or additional instrument of further assurance, or to do any other act which may be suitable or proper to be done for the continuance of the lien hereof or for giving notice of the existence of such lien, or for extending or supplementing the same; nor shall it be any part of its duty to keep itself informed as to the payment of any taxes, or assessments, or to require such payments to be made. The Trustee, save for its gross negligence or wilful default, shall not be personally liable for any loss or damage.

(c) The Trustee shall have a first lien upon the pledged property and funds for its reasonable expenses, counsel fees and compensation, and for all liabilities incurred in and about the execution of the trusts hereby created, and the exercise and performance of its powers and duties hereunder.

(d) The Trustee shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof, unless reasonably indemnified. Except as herein expressly otherwise provided, the Trustee shall not be bound to recognize any person as bondholder, unless, or until, his bonds are submitted to the Trustee for inspec-

tion, if required, and his title satisfactorily established, if required.

(e) All recitals, statements of fact and representations contained in this mortgage, or in said bonds or any of them, are to be taken as the recitals, statements and representations of the Company, and are not to be considered as made by the Trustee, and the Trustee assumes no responsibility as to the correctness of the same; nor is the Trustee to be understood as making any representations whatever as to whether or not this mortgage is a lien upon the property embraced therein nor as to the value and title of said property.

(f) The Trustee does not certify or represent hereby, nor is it a part of its duty hereunder, to ascertain that this mortgage is a mortgage or any lien whatever upon the property described herein or mortgaged hereunder, or that the same is filed for record or recorded, and shall not require the recording of the same before certifying the bonds hereunder and to any extent to which the recording may be required, the same shall be fully filled by production to the Trustee of evidence showing the recording in any one of the counties mentioned in the granting clause hereof; that any of the recitals, statements of fact or representations contained herein, or in any of the said bonds or the coupons attached thereto are true, all of which duties shall devolve solely upon the bondholders and be assumed by them alone. And until default shall be made by the Company in some term or condition hereof, and by reason thereof the Trustee shall be called upon to protect the rights of the bondholders or to proceed to foreclose this mortgage as herein provided for, the only duties or obligations

which the Trustee assumes hereunder or under the said bonds are that the bonds which it certifies are within the number thereof provided for in the said resolutions and this mortgage; and that all moneys paid to it hereunder shall be held and applied by it in the purchase and retirement of bonds as above directed, and all securities assigned and delivered to it hereunder shall be held and applied by it in accordance with the provisions of its trust as above directed, and even as to these duties or obligations, as well as to all others hereunder, the Trustee shall be liable for gross negligence or wilful default only and none other.

(g) The Trustee shall have no responsibility for the validity of this indenture or of the execution or acknowledgment thereof, or for any bonds secured hereby; nor shall it be in any wise responsible for any breach by the Company of any covenant herein contained.

(h) The Trustee or any successor or successors hereafter appointed, may resign or be discharged of the trusts hereby created, by written notice thereof to the Company, and by publication once a week for four consecutive weeks in two daily newspapers published in the City of New York, N. Y., and by due execution of the conveyance herein required.

(i) The Trustee may accept as true all statements and certificates made in writing by the President or Treasurer or Secretary of the Company relative to matters covered by this indenture, and the Trustee shall have the right to require such statements.

Fortieth. The Trustee, or any Trustees hereafter ap-

pointed, may be removed at any time by an instrument or concurrent instruments, in writing, signed by the holders of a majority in amount of the bonds hereby secured and then outstanding, and signed also by the Company. In case at any time the Trustee or any Trustee hereafter appointed, shall resign or shall be removed, or otherwise shall become incapable of acting, a successor may be appointed by an instrument or concurrent instruments signed by the holders of a majority in amount of the bonds hereby secured and outstanding, or by their attorneys in fact duly authorized, such instruments of appointment to be lodged with the Company; but it is nevertheless provided that the Company hereby agrees and declares that in case at any time there shall be a vacancy in the office of the Trustee hereunder, it may by an instrument executed by order of its Board of Directors, (such instrument of appointment to be lodged with the Treasurer of the Company), appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders as in this paragraph above authorized. The Company shall publish notice of any such appointment by it made once in each week for four consecutive weeks in one daily newspaper published in the City of New York, New York, and any new Trustee appointed by the Company shall immediately and without further act be superseded by a Trustee appointed by the bondholders in the manner above provided, prior to the expiration of one year after such publication of notice. Every such Trustee appointed by the bondholders or by the Company shall always be a Trust Company in good standing, if there be a Trust Company willing and able to accept the trust upon reasonable or customary terms. Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office, and also to the Company, an instrument accepting such appointment hereunder (which

instrument of acceptance or a duplicate thereof shall be forthwith filed in every office of the Recorder of Deeds and mortgages wherein the mortgage has been or shall be recorded), and thereupon such new Trustee, without further act, deed or conveyance shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors in the trust hereunder, with like effect as if originally named as Trustee herein; but the Trustee shall immediately, before it shall cease to act hereunder, execute, acknowledge and deliver an instrument or instruments transferring to such new Trustee upon the trusts herein expressed, all the estate, property, rights, powers and trusts of the Trustee so ceasing to act (which instrument of assignment or duplicate thereof shall forthwith be recorded in every office of any Recorder of Deeds and Mortgages wherein this mortgage has been or shall be recorded), and shall duly assign and transfer and deliver all property and moneys held by such Trustee to the new Trustee. Should any deed, conveyance or instrument in writing from the said Company be required by any new Trustee for more fully and certainly vesting in or confirming to such new Trustee such estate, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be made, executed, acknowledged and delivered by it. In the case of the appointment of any new Trustee under the provisions of this article, a copy of the instrument making such appointment, duly authenticated by the President and Secretary of the Company (they having inspected and compared such copy with the original as a true copy), shall be filed with each of the corporations, any portion of whose capital shares shall then be subject to this indenture.

Forty-first. All the covenants, stipulations, promises, undertakings and agreements herein contained by or on

behalf of the Company, shall bind its successors and assigns, whether so expressed or not. For every purpose of this instrument, including the execution, issue and use of any and all bonds hereby secured, the term "Company" includes and means not only the party of the first part hereto, but also its successors and assigns.

Forty-second. The word "Trustee" means the Trustee for the time being, whether original or successor. The words "Trustee," "Bond" and "Bondholder" shall include the plural as well as the singular number, unless otherwise indicated. The word "Coupon" refers to the interest coupons attached to the bonds hereby secured. The word "Person" used with reference to a bondholder shall include associations or corporations owning any such bonds.

Forty-third. In order to facilitate the record of this indenture, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

In witness whereof, each of the said corporations, the Wichita Pipe Line Company and The Equitable Trust Company of New York, has caused its corporate name to be hereunto subscribed by its President or a Vice-President, and its common and coporate seal to be hereunto

affixed and the same attested by its Secretary or an Assistant Secretary, as of the day and year first above written.

WICHITA PIPE LINE COMPANY,

By

ROBERT LAW, JR.,
President.

[SEAL.]

Attest:
E. O. BARTLETT,
Secretary.

THE EQUITABLE TRUST COMPANY OF NEW YORK,

By

LYMAN RHOADES,
Vice-President.

[SEAL.]

Attest:
RICHARD R. HUNTER,
Secretary.

STATE OF PENNSYLVANIA,
COUNTY OF ALLEGHENY, } SS.:

BE IT REMEMBERED, that on this 5th day of February, in the year of our Lord one thousand nine hundred and fourteen, before me, a Notary Public in and for the said County and State, personally appeared ROBERT LAW, JR., and E. O. BARTLETT, who, being by me first duly sworn according to law, did depose and say that they are respectively President and Secretary of the above named corporation, the WICHITA PIPE LINE COMPANY, and that they were personally present at the execution of the foregoing indenture and saw the common seal of the said corporation duly affixed thereto, and that the seal so

affixed is the common and corporate seal of the said corporation, and that the above indenture was duly signed, sealed and delivered by and as and for the act and deed of the said Wichita Pipe Line Company, for the uses and purposes therein contained, by authority thereunto duly and regularly given by the stockholders and Board of Directors thereof; and that the names of these deponents subscribed to the said indenture as President and Secretary of the said corporation, the Wichita Pipe Line Company, in attestation of the due execution and delivery of the said indenture are of these deponents' own, true, proper and respective handwritings.

And at the same time the said Robert Law, Jr., and E. O. Bartlett, being personally known to me, and known to me to be the same and identical persons described in and who executed the foregoing indenture of mortgage as President and Secretary, respectively, of the said WICHITA PIPE LINE COMPANY, in due form of law acknowledged to me that as such President and Secretary they did execute the same, and that the said indenture of mortgage is their free and voluntary act and deed and the free and voluntary act and deed of their said corporation, the Wichita Pipe Line Company, for the uses and purposes therein contained, to the end that the same might be recorded as such.

ROBERT LAW, JR.
E. O. BARTLETT.

Sworn to, subscribed and acknowledged before me the day and year aforesaid.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal.

AGNES C. WAY,
Notary Public.

[NOTARY'S SEAL.]

My commission expires January 16th, 1917.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

BE IT REMEMBERED, that on this 11th day of February, in the year of our Lord one thousand nine hundred and fourteen, before me, a Notary Public in and for the said County and State, personally appeared Lyman Rhoades and Richard R. Hunter, who being by me first duly sworn, according to law, did depose and say that they are respectively Vice-President and Secretary of the above named corporation, THE EQUITABLE TRUST COMPANY OF NEW YORK, and that they were personally present at the execution of the foregoing indenture and saw the common seal of the said corporation duly affixed thereto, and that the seal so affixed is the common and corporate seal of said corporation, and that the above indenture was duly signed, sealed and delivered by and as and for the act and deed of the said The Equitable Trust Company of New York, for the uses and purposes therein contained, by authority thereunto duly and regularly given by the Board of Trustees thereof, and that the names of these deponents subscribed to the said indenture as Vice-President and Secretary of the said corporation, The Equitable Trust Company of New York, in attestation of the due execution and delivery of the said indenture, are of these deponents' own true, proper and respective handwritings.

And at the same time the said Lyman Rhoades and Richard R. Hunter, being personally known to me, and known to me to be the same and identical persons described in and who executed the foregoing indenture of mortgage as Vice-President and Secretary, respectively, of the said The Equitable Trust Company of New York, in due form of law acknowledged to me that as such Vice-President and Secretary they did execute the same, and

that the said indenture of mortgage is their free and voluntary act and deed and the free and voluntary act and deed of their said corporation, The Equitable Trust Company of New York, for the uses and purposes therein contained, to the end that the same might be recorded as such.

LYMAN RHOADES.
RICHARD R. HUNTER.

Sworn to, subscribed and acknowledged before me the day and year aforesaid.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal.

MYLES M. BOURKE,
Notary Public.
New York County No. 127.
Register's Office No. 4150.

[NOTARY'S SEAL.]

I, E. O. Bartlett, Treasurer of the Wichita Pipe Line Company, hereby certify that at the time of the execution and delivery of the within mortgage, and up to and including the date of this certificate, and also at the time of the filing of the mortgage, the amount of money secured by said mortgage, and no part thereof, had been or has been advanced thereon, That no sum of money whatsoever has been advanced or accrued by reason of the mortgage, or the bonds sought to be secured thereby.

WITNESS my hand and seal, this 5th. day of February, 1914.

E. O. Bartlett, (SEAL)

WITNESS:

Jno. F. Stephens.

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